

EXHIBIT A

RESOLUTION

Res-Pg: 34-1

RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE CONTRACTING REQUEST FOR PROPOSALS, PURSUANT TO N.J.S.A. 40A:11-4.1(3)(i), FOR THE PROCUREMENT OF A VENDOR TO PROVIDE MARKETING OF RECYCLABLE MATERIALS FOR THE COUNTY OF CAMDEN (DIVISION OF ENVIRONMENTAL AFFAIRS) AND VARIOUS CAMDEN COUNTY AGENCIES AND AUTHORITIES AND COUNTY MUNICIPALITIES, UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM ID #57-CCCPS

WHEREAS, pursuant to P.L. 1999, c.440, and as amended, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., provides for the use of competitive contracting in lieu of public bidding for the procurement of specialized goods and services for certain purposes; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires that the governing body pass a resolution authorizing the initiation of the competitive contracting process; and

WHEREAS, N.J.S.A. 40A:11-4.3(b) requires that the competitive contracting process be administered by a purchasing agent qualified pursuant to N.J.S.A. 40A:11-9, legal counsel of the contracting unit, or administrator of the contracting unit; and

WHEREAS, there is a need to authorize the competitive contracting process for the procurement of a vendor to provide marketing of recyclable materials for the County of Camden and various County agencies and authorities and County municipalities, under the Camden County Cooperative Pricing System, ID #57-CCCPS; and

WHEREAS, procurement of these services through the competitive contracting process is authorized pursuant to N.J.S.A. 40A:11-4.1(3)(i); now, therefore,

RESOLUTION

Res-Pg: 34-2

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden that the Director of the Division of Environmental Affairs or his designee with the assistance of legal counsel and/or the Camden County Purchasing Agent, be and is hereby authorized to initiate competitive contracting as needed for the procurement of the services named herein.

LJP

File No. 9763 -- sep. file

Z:\Files Gen\Environmental Affairs\CCRFPA\Marketing of recyclable materials
Res. Auth. Use of Competitive Contracting
Auth. 12-15-16

Introduced on: December 16, 2018
Adopted on:
Official Resolution#:

EXHIBIT B

Office of County Counsel
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County Counsel
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Camden County



New Jersey

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March 17, 2017

MEMORANDUM

TO: Anna Marie Wright, Purchasing Agent

FROM: Laura J. Paffenroth, Assistant County Counsel

RE: Request For Proposals for Competitive Contracting RFP # 17-10,
MARKETING SERVICES OF SINGLE-STREAM RECYCLABLE
MATERIALS FOR THE COUNTY OF CAMDEN AND
PARTICIPATING COUNTY MUNICIPALITIES UNDER THE
CAMDEN COUNTY COOPERATIVE PRICING SYSTEM,
ID#57-CCCPS

Attached hereto please find a copy of an approved advertisement. This CCRFP should be advertised on **Wednesday March 22, 2017.**

Responses to this CCRFP are due back in the Division of Purchasing on **Thursday April 13, 2017 at 11:00 a.m.**

Thank you.

INVITATION TO REQUEST FOR PROPOSALS

Notice is hereby given that sealed Proposals For **Competitive Contracting Request For Proposals #17-10, Marketing Services of Single-stream Recyclable Materials for the County of Camden and Participating County Municipalities under the Camden County Cooperative Pricing System, ID#57-CCCPS** will be received, opened and read in public at the Camden County Division of Purchasing, Courthouse – 17th Floor, 520 Market Street, Camden, New Jersey 08102 on **Thursday April 13, 2017 11:00 a.m.** prevailing time by the Camden County Purchasing Agent or her designee.

Copies of the proposal documents may be obtained at the Camden County Division of Purchasing during regular business hours or vendors can register to download all documents from the Camden County website:

<http://www.camdencounty.com/government/offices-departments/division-purchasing>

Contractors are required to comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31.

Contractors are required to comply with the requirements of P.L. 1999, c. 238, where applicable.

All Contractors are responsible for obtaining complete Competitive Contracting Request For Proposals documentation from the County at the address listed above. In the event of any inconsistencies between this advertisement, as published, and the Competitive Contracting Request For Proposals documentation, the Competitive Contracting Request For Proposals documentation shall control.

By order of the Board of Chosen Freeholders of Camden County, New Jersey.

Anna Marie Wright
Camden County Purchasing Agent

**COMPETITIVE CONTRACTING REQUEST FOR PROPOSALS #17-10 FOR
MARKETING SERVICES OF SINGLE-STREAM RECYCLABLE MATERIALS
FOR THE COUNTY OF CAMDEN AND PARTICIPATING COUNTY
MUNICIPALITIES UNDER THE CAMDEN COUNTY COOPERATIVE PRICING
SYSTEM, ID#57-CCCPS**

**PART I
Instructions To Vendors**

This is a 30 page document. Please be sure to read each and every page,
including, without limitation, all attachments.

Please note: the terms “firm”, “provider”, “contractor”, “proposer”, “vendor”
and “respondent” may be used interchangeably throughout this document.

1.0 PURPOSE

The intent of this Competitive Contracting Request for Proposals and resulting contract is to select a Vendor to receive, sort, process, and market single-stream recyclables generated by the County of Camden and participating County Municipalities.

Firms responding to this Competitive Contracting Request For Proposals (“CCRFP”) should have extensive experience and a knowledgeable background and qualifications in the provision of the services described herein.

Despite any language contained herein to the contrary, this CCCRFP does not constitute a bid and is intended solely to obtain competitive proposals from which the County may choose a contractor(s) that best meet(s) the County’s needs. The County intends to award this contract pursuant to N.J.S.A. 40A:11-5(1)(s) and the provisions of N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.*

Official County documents are available from the County as described herein at no cost to the vendor. Potential proposers are cautioned that they are proposing at their own risk if a third party supplied the CCRFP document that may or may not be complete. The County is not responsible for third party supplied procurement documents.

2.0 BACKGROUND INFORMATION

Camden County has had a successful mandatory recycling program in place since 1985, with all County municipalities participating since this time. Through the

intervening years, the County has contracted with various vendors to provide for the receipt, sorting, and marketing of certain recyclables collected curbside by these municipalities. One significant development during this time was the conversion of all curbside programs from dual stream collections to single stream collections in 2007.

Continuing this tradition, Camden County is seeking a qualified vendor to provide for the receipt, sorting and marketing of single stream recyclables as defined in the Scope of Services herein, for Camden County and participating municipalities.

The agreement resulting from this CCRFP process is expected to commence on or before May 1, 2017 and will continue for a term of three (3) years with two (2) one year options to renew, to be exercised at the sole discretion of the County.

3.0 COMPLIANCE WITH LAWS

The successful firm(s) shall comply with all applicable federal, state and local statutes, rules and regulations. Specifically, it is the vendor's responsibility to be familiar with all federal, state and local statutes, and court rules and regulations applicable to the services to be provided.

4.0 PROCEDURE FOR RESPONDING TO REQUEST FOR PROPOSALS

4.1 SUBMISSION OF PROPOSALS

Five (5) copies of the Proposal, **INCLUSIVE OF ALL INFORMATION** required in Part II, Proposal Requirements should be provided. Proposals must be provided to the Camden County Division of Purchasing, Courthouse - 17th Floor, 520 Market Street, Camden New Jersey, 08102. Proposals are scheduled to be opened on **Thursday April 13, 2017 at 11:00 a.m.** Any proposals received after said opening whether by mail or otherwise, will be returned unopened. Proposals should be provided in a sealed envelope with the title of the RFP clearly marked on the outside. It is recommended that each proposal package be hand delivered. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the proposal to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is **NOT PERMITTED**.

Final selection of firm(s) shall be made by the Camden County Board of Chosen Freeholders by formal resolution. Contract(s) for services will be provided by the Office of County Counsel.

4.2 QUESTIONS REGARDING REQUEST FOR PROPOSALS

Any questions regarding this Competitive Contracting Request For Proposals must be made in writing to Jack Sworaski, Director, Camden County Division of Environmental Affairs, 1301 Park Blvd. Cherry Hill, New Jersey 08002. 856-858-5241, no later than **Tuesday March 28, 2017 at 4:00 p.m.** Kindly email all questions to jack.sworaski@camdencounty.com. Please request a "read receipt" to ensure that your questions were received if sent via email, which is the preferred method for submitting questions.

4.3 ADDENDA/REVISIONS TO REQUEST FOR PROPOSALS

Addenda/revisions to this CCRFP shall be provided to all firms who have received this Competitive Contracting Request For Proposals.

5.0 INSURANCE

Prior to commencing work under contract, the successful firm(s) shall furnish the County with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the County and rated appropriately through A.M. Best. Firms must give the County a thirty-day notice of cancellation, non-renewal or change in insurance coverage.

The successful firm(s) shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this CCRFP and provide proof of same by supplying a certificate of insurance naming the County as additional insured with the signed contract. The notice to proceed and/or purchase order will not be issued by the County until the certificate of insurance is provided with the signed contract.

5.1 PROFESSIONAL LIABILITY

\$1,000,000.00 errors and omissions/malpractice for occurrence.

5.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; \$500,000.00 Employer's Liability

5.3 GENERAL LIABILITY

\$1,000,000.00 per occurrence/ \$3,000,000.00 aggregate for bodily injury and property damage.

5.4 AUTO LIABILITY

\$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

6.0 INDEMNIFICATION

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Camden and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

7.0 MISCELLANEOUS REQUIREMENTS

7.1 Camden County will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request For Proposals. Emphasis should be on completeness and clarity of content.

7.2 The contents of the proposal submitted by the successful firm(s) and this Request For Proposals may become part of the contract for these services. The successful firm(s) will be expected to execute said contract with the County of Camden.

7.3 Proposals shall be signed in ink by the individual or authorized principal of the responding party. Proposals submitted shall be valid for a minimum of 60 days from the date of opening.

7.4 The County of Camden reserves the right to reject any and all proposals received by reason of this Request For Proposals, or to negotiate separately in any manner necessary to serve the best interests of Camden County. Firms whose proposals are not accepted will be notified in writing.

7.5 Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company

or corporation without the prior written consent of the Camden County Administrator.

7.6 The selected firm(s) shall be required to comply with the requirements of P.L. 1975, c. 127 (see attached affirmative action language) and submit an employee information report or certificate of employee information report approval. This requirement will be addressed upon execution of agreement.

7.7 The selected firm(s) shall be required to complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (see attached certification) prior to the commencement of services. This requirement will be addressed upon execution of agreement.

7.8 All responses to this Request For Proposals shall be subject to public scrutiny in accordance with New Jersey statutes, rules, and regulations.

7.9 Any contract for services shall be subject to the availability and appropriation of sufficient funds for this purpose annually.

7.10 Contracts awarded pursuant to this Request For Proposals may be amended to provide for closely related services, the need for which may arise or become apparent after the original contract award. Any contract amendment for closely related services must be approved by resolution of the Board of Chosen Freeholders.

7.11 The selected firm(s) shall be prohibited during the term of its contract from representing any individual or entity in any matter in which an adverse party is the County of Camden, the County Board of Chosen Freeholders, the County Prosecutor, the County Sheriff, any County Row Officer or any officers, employees, departments or subdivisions of any of the aforementioned or in any matter which, in the sole discretion of the County, shall constitute a conflict of interest or shall have the appearance of impropriety.

7.12 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.13, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including Camden County. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

7.13 All Firms are further advised that effective September 1, 2004, c. 7

expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR PROPOSAL. (see also Part II, Section I, herein).

7.14 APPROVAL AND CERTIFICATION OF BILLING STATEMENT: Authorization for payment of periodic billing, final payments or retainage monies requires approval and certification by formal resolution of the Camden County Board of Chosen Freeholders. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of Board of Freeholders for the month in which payment is requested. Approved and certified amounts due will be paid during the County's subsequent payment cycle.

7.15 Regardless of any language to the contrary, the County of Camden shall not be responsible for the payment of any interest or late fees.

7.16 N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS:

(a) Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

(b) As of November 15, 2010, all covered entities shall insert the following language in any new contract:

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

8.0 CRITERIA FOR EVALUATION OF PROPOSALS

The Competitive Contracting RFP Committee will independently evaluate each submission and selection will be made upon the basis of the criteria listed below (100 points possible):

8.1 Technical Criteria (30 Points) including but not limited to such things

as:

i. Proposed Methodology

(1) Does the Bidder's proposal demonstrate a clear understanding of the scope of work and related objectives?

(2) Is the Bidder's proposal complete and responsive to the County's specific requirements?

(3) Has the past performance and experience of the Bidder's proposed methodology been documented?

(4) Any other criteria deemed relevant and appropriate by the Competitive Contracting RFP Committee.

8.2 Management Criteria (40 points) including but not limited to such things as:

i. Program Management:

(1) Is there a management plan? Does it meet the County's needs?

ii. History and experience in performing the work.

(1) Does the Bidder document a record of on-time, on-budget and contract compliance performance?

(2) Does the Bidder demonstrate a track record of service as evidenced by service history? Experience with government clients?

iii. Availability of personnel and other resources:

(1) To what extent does the Bidder rely on in-house resources vs. contracted resources?

(2) Is the availability of in-house and contract resources documented?

(3) Is the operating office located in the Camden County Region and, if not, is the ability to function elsewhere clearly documented?

iv. Qualification and experience of personnel:

(1) Are the personnel qualifications of employees documented, as to their experience in performing similar work? i.e. Resumes

(2) Is the current level of staff available for the needs of the County adequate, or is there a plan to recruit, screen, and hire additional employees?

v. Assurances of performances:

(1) Does the bidder have the required insurance, warranties, or guarantees according to the proposal?

vi. Bidder's financial stability and strength:

(1) Does the bidder have sufficient financial resources to meet its obligations according to the proposal?

8.3 Cost Criteria (30 points) including but not limited to such things as:

- i. Cost of goods to be provided or services to be performed:
 - (1) Relative cost: How does the cost or fees compare to other similarly scored proposals?
 - (2) Full explanation: Is the price and its component charges, fees, etc., adequately explained or documented?
 - (3) Reasonableness and completeness of proposed budget: Are the administrative fees adequately documented and fair and reasonable?

Pursuant to N.J.A.C. 5-34-4.3(c), and at the County's sole option, after proposals are received, but prior to the completion of the evaluation of proposals, vendors may be invited to provide clarification regarding their submission. The presentation, if any, shall address only those matters specified by the County. The presentation, if any, shall not be used for negotiation of the contract.

9.0 TERM

The term of the contract(s) that result from this CCRFP shall be for a period of three years: from 5/1/2017 to 4/30/20 with two (1) one-year options to renew. **The option(s) to renew shall be at the sole discretion of the County of Camden.**

10.0 PUBLIC DISCLOSURE

Following selection of a firm, all proposals, properly identified proprietary information excepted, shall be subject to public scrutiny. Each firm submitting a proposal must therefore clearly designate any information it provides that it deems to be proprietary. Any such designation must be both reasonable and limited in scope. In any case, disclosure or non-disclosure of such information shall be subject to applicable state statutes.

11.0 STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) and as amended, provides that no Corporation or partnership shall be awarded any County contract for the performance of any work or the furnishings of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the Corporation or partnership who own ten percent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Accordingly, each

proposal **must** be accompanied by a completed Ownership Statement in the form attached hereto as **Exhibit A**. Failure to submit Statement of Ownership prior to or with proposal shall be cause for immediate rejection.

PART II PROPOSAL REQUIREMENTS

FORMAT

To assure consistency, responses must conform to the following format:

- A. Scope of Services
- B. Resume
- C. Facilities
- D. Conflict of Interest
- E. Fees
- F. Form of Contract
- G. Other Information
- H. MBE/WBE Tracking Information
- I. State Contractor Business Registration Program
- J. Certification of Debarment
- K. Statement of Allowable/Unallowable Expenses - **(Not applicable to this RFP)**
- L. Disclosure of Investment Activities in Iran - **must complete, sign and return with RFP**
- M. Exhibit A, Statement of Corporate Ownership - **must complete, sign and return with RFP**
- N. Exhibit B, Issuance of Addendum - **must complete, sign and return with RFP**

All sections are to be addressed and specifically referenced.

The following explains what we expect in each of the major sections.

SECTION A - SCOPE OF SERVICES

The County of Camden is seeking a vendor to receive, sort, process, and market commingled, single stream recyclable materials collected curbside and delivered to vendor's facility by, or on behalf of, participating municipalities. Said vendor will also be required to accept single-stream recyclables generated within Camden County facilities and delivered to vendor's facility by, or on behalf of Camden County. Note the County is advertising this CCRFP for its needs and the needs of the participating municipalities, however, each individual participating municipality shall be responsible for all fees due vendor from said individual municipality. The

successful vendor will be required to enter into a contract with the County and with each participating municipality separately from the County. The County is procuring these services as lead agency for the Camden County Cooperative Pricing System, ID# 57-CCCPS.

Recyclable materials include, but are not limited to: fiber, including newspapers with inserts, corrugated cardboard, chipboard/paperboard, brown paper bags, junk mail, magazines, office paper, manila folders, and soft cover books; glass bottles/containers; mixed plastic containers including numbers 1, 2, 4, 5, and 7; aseptic packaging; aluminum and ferrous containers. Historical data, contained in **Attachment B** indicates that the annual aggregated total of said recyclables is approximately 42,000 tons. By their participation in this CCRFP, all municipalities identified in **Attachment B** shall be obligated to deliver all recyclables designated herein, to vendor's facility for the term of the agreement resulting from this CCRFP process.

The proposer shall provide the following information in its proposal: or address how it will provide these deliverables. The scope of services should include, but not be limited to, the following, as applicable:

- Proposer's facility location, its daily, weekly, and annual throughput capacity
- Guarantee of capacity for municipalities/County during the term of the agreement resulting from this RFP including option years
- The process to be used for the receipt, weighing, off-loading, and exiting of municipal vehicles
- Average turn-around times for vehicles entering the vendor's facility
- Any causes for rejection of loads delivered by or on behalf of, municipalities/Camden County
- Ability to accept all recyclable materials on or before May 1, 2017
- Proposer's facility hours of operation and designated holidays
- Basis for determining Average Commodity Revenue (ACR) Threshold (recyclable material composition studies, national index, etc.)
- Periodic recyclable material composition studies if identified as the basis for determining ACR
- Basis for Revenue Share to be paid to participating municipalities
- Maximum cost share (Floor Value) to be paid to proposer by municipalities/County in \$/ton
- Calculation of values based on actual sales
- Average residue percentage resulting from proposer's processing of recyclable materials
- Any payments due Proposer for residue disposal

- Monthly written reports to municipalities/County identifying tonnages accepted and resulting revenue share/cost to municipality/County
- Schedule for payments due to/from municipalities/County
- A contingency plan, should Proposer's facility be unable to accept materials at any time during the term of the agreement

SECTION B - RESUME

This section shall address areas as outlined:

1. Name and address of your firm and the corporate officer authorized to execute agreements.
2. Briefly describe your firm's history, ownership, organizational structure, location of its management, and licenses to do business in the State of New Jersey.
3. Describe in general your firm's regional, statewide, and local service capabilities.
4. Provide and identify the names, experience, qualifications, and applicable licenses held by the individual primarily responsible for servicing the County and any other person(s), whether as employees or subcontractors, with specialized skills that would be assigned to service the County.
5. Provide a listing of local governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.
6. Provide a statement that your firm will comply with the insurance coverage requirement as set forth in Part I, Section 5 of this RFP.
7. Provide a statement of assurance to the effect that your firm is not currently in violation of any regulatory rules and regulations that may have an impact on your firm's operations.

SECTION C - FACILITIES

This section should address areas as outlined:

1. **OFFICE LOCATIONS**

- a. For your firm's facilities which are located closest to Camden County, New Jersey, provide:
 - 1. The location.
 - 2. Firm personnel assigned to this location.
 - 3. Activities of the firm performed at this location.
- b. For those facilities and activities located elsewhere, please explain the activities performed elsewhere and why these are best performed at a different office. Firms where all activities are performed at one location should leave this paragraph blank.

SECTION D - CONFLICT OF INTEREST

This section should disclose any potential conflicts of interest that the firm may have in performing these services for Camden County.

SECTION E - FEES

This section should address:

Price Proposal

Proposers are required to complete Form 1 – Price Proposal providing for a sales-based price proposal. In addition, Proposers **may** also submit an Alternate Pricing Proposal at its option using Form 1A. **Attachment A** is a sample of composition table which is to be utilized by the successful vendor as well as a sample of a completed document.

Alternate Price Proposal (Optional)

In addition to the required submission of a sales-based price proposal using Form 1, Proposers may also submit an Alternate Pricing Proposal at their option using Form 1A. While the preference of the County is to enter in to a contract using sales-based pricing, the County may consider Alternate Price Proposals submitted by Proposers.

Fees and expenses cannot be negotiated, pursuant to this method of procurement, see: N.J.S.A. 40A:11-4.1 et seq.

SECTION F - FORM OF CONTRACT

The form of contract will be supplied by the Office of County Counsel.

SECTION G - OTHER INFORMATION

This section is for any further pertinent data and information not included elsewhere in the RFP and found necessary by your firm.

Important Note: Please complete the following sections and return them along with your response to this CCRFP.

SECTION H - MBE/WBE TRACKING INFORMATION**Definitions:**

A **Minority Business Enterprise (MBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined in the Camden County Affirmative Action Plan as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business Enterprise (WBE)** is defined in the Camden County Affirmative Action Plan as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

☐ **Minority Business Enterprise (MBE)**

☐ **Women Business Enterprise (WBE)**

☐ **Neither**

NAME OF FIRM: _____

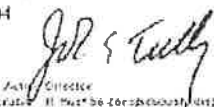
ADDRESS: _____


DATE: _____

SECTION I – STATE CONTRACTOR BUSINESS REGISTRATION PROGRAM

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid or RFP. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR COUNTY CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID OR RFP IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID OR RFP.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: www.state.nj.us/treasury/revenue

The County strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids or RFP's.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE TRENTON, NJ 08646-0001
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	01073-01	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
ISSUANCE DATE:	07/14/04	
 John S. Tully Acting Director		
This Certificate is NOT for sale or transfer. It must be conspicuously displayed at above address.		

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
2004101411283533	

SAMPLES OF BUSINESS REGISTRATION CERTIFICATIONS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal

Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or

its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

SECTION J**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, titled Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

I am _____ of the firm _____
 (Your Title) (Name of Your Organization)

(Address of Your Organization)

CHOOSE THE FOLLOWING

- () A. I hereby certify on behalf of _____,
 (Name of Your Organization)
 that neither it nor its principals are debarred, suspended,
 proposed for debarment, declared ineligible, or voluntarily
 excluded from participation in this transaction by any
 federal department or agency.
- () B. I am unable to certify to any of the statements set forth
 in this certification. I have attached an explanation to
 this form.

 (Signature)

 Type Name & Title

Date: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (USDOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntary excluded", as used in this clause, have the meanings as set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the USDOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participants in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required

to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the USDOL may pursue available remedies, including suspension and/or debarment.

SECTION K – Not applicable to this CCRFP**Camden County**
Exhibit of Allowable & Unallowable expenses

Camden County follows OMB Circular A-122 for determining allowable and unallowable costs. Certain allowable costs covered under OMB A-122 are allowable with conditions as specified below. All Costs deemed unallowable in OMB A-122 are unallowable by the County.

The Following are examples of allowable and unallowable costs.

Item of Costs	Allowable	Unallowable	With Conditions
Advertising	x		
Alcoholic Beverages		x	
Bad Debts		x	
Banking Fees	x		Note 1
Car Allowance		x	
Communications	x		Note 2
Donations		x	
Employee Morale	x		Note 3
Entertainment Costs		x	
Fines/Penalties		x	
Good or Services for personal use		x	
Meetings & Conferences (In House)	x		Note 4
Membership	x		Note 5
Participant Incentives	x		Note 6
Participant support costs.	x		Note 7
Staff Meals		x	
Taxes	x		Note 8
Transportation	x		
Travel	x		Note 9

Note 1 – The following banking fees are not allowable: ATM usage fees, late charges, overage fees.

Note 2 - Proper documentation must be kept to determine program usage.

Note 3 - Example of employee morale are in-house publications, health clinics & recreational activities. Costs are allowable if incurred with established practice,

reasonable, equitably distributed to all activities and offset by income earned.

Note 4 – Cost associated with meeting and conferences hosted by the Sub recipient are allowable with the following condition: Costs for meals must receive pre-approval as well as facility costs. Attendance to out of state conferences must have pre-approval.

Note 5 – Business Memberships and subscriptions are allowable. Costs of membership in any country club, social or dining club or organization are unallowable.

Note 6 – An example of participant incentives would include gift cards or lunches/dinner for positive behavior or reaching program goals. Participant incentives are allowable if the agency has set policy and procedures identifying the reward system which must be pre-approved by the county. Please refer to the county's gift card policy attached to and made a part hereof.

Note 7 – These costs include stipends or subsistence allowances, travel allowances and registrations fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects and are allowable as direct costs with the prior approval of the awarding agency. Costs associated with participant support require proper documentation detailing the participants along with itemized receipts.

Note 8 - Taxes from which exemptions are available are unallowable for example sales tax for nonprofit organizations.

Note 9 – Local travel will be reimbursed at the agency mileage rate not to exceed the federal mileage rate. Out of state travel costs must be pre-approved by the granting agency. Lodging, meals and incidental costs must not exceed the rates outlined in the Federal Per Diem guidelines.

Camden County **Gift Card Policy & Procedure**

1. Purchase gift cards as needed.
2. Maintain a log which includes date purchased, type of gift card (store/visa), amount, bar code ID number, issued to, issued by.
3. Receipt of gift card signature form which will include – Participants name, reason for giving gift card, date received, type of gift card, amount, the bar code number, signature and print of received by and issued by.
4. Copy front/back of gift card.
5. Attach copy of the gift card to the receipt.
6. Originals should be maintained and copies sent with reimbursement request.
7. The costs of service or activation fee for gift cards is unallowable.

SECTION L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification and return it with the RFP will render a bidder's proposal non-responsive and the RFP will be rejected. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
 INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: _____; Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____; Contact Phone: _____

Sign Certification - next page

SECTION L - continuedDISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER: _____

Certification:

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder, that the County of Camden is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Camden, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

EXHIBIT A**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all Bid and Competitive Contracting RFP submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that **Camden County** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Camden County** to notify **Camden County** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with **Camden County** permitting **Camden County** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

EXHIBIT B

COUNTY OF CAMDEN
 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
 PROPOSER REQUIRED TO COMPLETE AND RETURN FORM REGARDLESS
 OF WHETHER ADDENDA WAS ISSUED.
 FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH
 CANNOT BE CURED AND PROPOSAL WILL BE REJECTED.

A. Bidder/Proposer hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

B. Bidder/Proposer acknowledges to the best of his/her knowledge no addendum has been issued by the County: _____ Dated _____ Initial _____

Bidder is required to complete, sign and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected. See: N.J.S.A. 40A:11-23.2

By:

 (Print or Type Name of Authorized Individual)

Signature: _____

Title: _____

Form 1 - Price Proposal*Note: All blanks and boxes must be filled in*

(Name of Company)

(Address of Company)

(Company Contact Person and Title)

(Tel)

(Fax)

(Email)

Average Commodity Revenue Threshold

\$ _____

Revenue Percentage Share to Municipality
(ACR above threshold)

_____ %

Maximum Floor Value
(Costs to municipality when ACR
is below threshold)\$ _____
(Max costs permitted \$17.00)Initial Residue Consideration
(Residue permitted to fluctuate monthly)

\$ _____

- Note: 1.) Each proposer shall complete, in full, an Attachment A indicating their facility's initial proposed composition and pricing as offered by the facility in January 2017. Both composition and pricing is subject to audit and verification by the County.
- 2.) The Contract Term is for three years, with the County reserving the right to exercise, in its sole discretion, the option to extend the Contract Term by two, one-year extensions.

We, the undersigned, hereby declare that we have carefully examined the attached Request for Proposals documents attached hereto and provide a proposal with the pricing provided above in Form 1.

Signature: _____ Date: _____

Name Printed: _____

Title/Position: _____

Form 1A – Alternate Price Proposal (Optional)

Instructions: This form shall be used by the Proposer to provide and describe an alternate pricing proposal which is at the Proposer's option and **is in addition to** submission of the required sales-based pricing proposal using Form 1. Proposer's may attach additional pages of information to this Form 1A to supplement its response.

We, the undersigned, hereby declare that we have carefully examined the attached Request for Proposals documents for a Materials Recycling Facility for the Receipt, Marketing and Commodity Share of Single-Stream Recyclables in the County of Camden, State of New Jersey, and provide a proposal with the pricing provided above in Form 1A.

Signature: _____ Date: _____

Name Printed: _____

Title/Position: _____

ATTACHMENT A
AVERAGE COMMODITY REVENUE
FOR
THE RECEIPT, MARKETING AND COMMODITY SHARE OF
SINGLE STREAM RECYCLABLES
IN THE COUNTY OF CAMDEN, STATE OF NEW JERSEY

Rebate/Fee Composition Table

Share Calculation

Date:

Fiber Commodity	Camden County Composition (%)	Tons Calculated	Price Per Ton/Month Actuals	Commodity Revenue / Month Actuals
ONP #8				
OCC \ Kraft				
Total Fibers:				\$
Commingled Commodity	Camden County Composition (%)	Tons Calculated	Price Per Ton/Month Actuals	Commodity Revenue / Month Actuals
Glass - Mixed			\$	\$
Plastic - PET			\$	\$
Plastic - HDPE			\$	\$
Natural			\$	\$
Plastic - HDPE			\$	\$
Pigmented			\$	\$
Plastic - Mixed			\$	\$
Aluminum			\$	\$
Ferrous Metals			\$	\$
Other (Scrap metal)			\$	\$
Total Commingled:			\$	\$
Total Residue:			\$	\$

SINGLE STREAM ACR CALCULATION / MONTH	
Total Tons	
Total Revenue	\$
SS ACR	\$
SS ACR Threshold	\$
Adjusted Grand Total, Average Community Value	\$
Revenue Share %	%
SS Commodity Rebate / Fee	\$

SINGLE STREAM REVENUE SHARE ALLOCATION

Township	Tons Received	Rebate/Fee	Rebate Share Allocation	or	Fee Share Allocation

Note: All proposers shall complete an attachment "A" indicating their facility's initial composition & commodity pricing as offered by the facility in January, 2017. The form shall include the pricing offered in Form 1 - "Price Proposal" as well as any applicable alternate price proposal. Both the composition percentages and pricing are subject to audit and verification by the County and all participating municipalities.

ATTACHMENT A-1 (SAMPLE)
AVERAGE COMMODITY REVENUE
FOR
THE RECEIPT, MARKETING AND COMMODITY SHARE OF
SINGLE STREAM RECYCLABLES
IN THE COUNTY OF CAMDEN, STATE OF NEW JERSEY

Rebate/Fee Composition Table
Share Calculation

Date:

Fiber Commodity	Camden County Composition (%)	Tons Calculated	Price Per Ton/Month Actuals	Commodity Revenue / Month Actuals
ONP #8	44.25	5000.25	\$70.00	\$350,017.50
OCC \ Kraft	13.27	1499.51	\$120.00	\$179,941.20
Total Fibers:	57.52	6499.76		\$529,958.70

Commingled Commodity	Camden County Composition (%)	Tons Calculated	Price Per Ton/Month Actuals	Commodity Revenue / Month Actuals
Glass - Mixed	17.7	2000.1	(\$40.00)	(\$80,004.00)
Plastic - PET	4.43	500.59	\$350.00	\$175,206.50
Plastic - HDPE Natural	0.71	80.23	\$900.00	\$72,207.00
Plastic - HDPE Pigmented	1.33	150.29	\$600.00	\$90,174.00
Plastic - Mixed	0.66	74.58	\$200.00	\$14,916.00
Aluminum	0.66	74.58	\$1,500.00	\$111,870.00
Ferrous Metals	3.1	350.3	\$175.00	\$61,302.50
Other (Scrap metal)	0.44	49.72	\$130.00	\$6,463.60
Total Commingled:	29.03	3280.39		\$452,135.60
Total Residue:	13.45	1519.85	(\$40.00)	(\$60,794.00)

SINGLE STREAM ACR CALCULATION / MONTH			
Total Tons	11,300.00		<i>Note: All values shown are for representation only and do not reflect actual compositions, tonnages or pricing realized by Camden County during any previous service period.</i>
Total Revenue	\$921,300.30		
SS ACR	81.53		
SS ACR Threshold	\$75.00		
Adjusted Grand Total, Average Community Value	\$6.53		
Revenue Share %	70%		
SS Commodity Rebate / Fee	\$4.57		

SINGLE STREAM REVENUE SHARE ALLOCATION

Township	Tons Received	Rebate/Fee	Rebate Share Allocation or Fee Share Allocation
Any Town	1,000	\$4.57	\$4,570.00

Note: All proposers shall complete an attachment "A" indicating their facility's initial composition & commodity pricing as offered by the facility in January, 2017. The form shall include the pricing offered in Form 1 - "Price Proposal" as well as any applicable alternate price proposal. Both the composition percentages and pricing are subject to audit and verification by the County and all participating municipalities.

ATTACHMENT B

CAMDEN COUNTY PARTICIPATING MUNICIPALITIES
HISTORIC SINGLE-STREAM VOLUMES

	Calendar 2012	Calendar 2013	Calendar 2014	Calendar 2015	Calendar 2016 (Jan. – Sept.)	Grand Total	
Cherry Hill	10,040.61	9,754.09	9,699.22	9,644.30	7,087.83	46,226.04	21.37%
Gloucester Twp.	5,938.17	6,124.64	6,140.33	6,200.33	4,914.86	29,318.33	13.55%
Pennsauken	3,124.56	3,148.22	3,154.93	3,206.79	2,570.71	15,205.21	7.03%
Camden City	2,401.18	2,668.24	2,742.56	2,962.20	2,436.26	13,210.44	6.11%
Haddonfield	2,050.82	2,106.06	2,084.23	2,082.35	1,596.49	9,919.94	4.59%
Haddon Twp.	1,833.97	1,883.86	1,873.15	1,812.92	1,423.09	8,826.99	4.08%
Collingswood	1,626.56	1,617.66	1,608.95	1,609.83	1,279.30	7,742.30	3.58%
Bellmawr	1,425.32	1,441.17	1,424.84	1,376.44	1,066.64	6,734.41	3.11%
Gloucester City	1,282.46	1,313.84	1,270.08	1,228.27	979.62	6,074.27	2.81%
Waterford	1,067.70	1,100.60	1,126.45	1,129.78	898.04	5,322.57	2.46%
Audubon	1,056.16	1,071.35	1,100.55	1,083.39	848.69	5,160.14	2.39%
Haddon Heights	998.26	990.21	976.23	966.56	783.18	4,714.44	2.18%
Lindenwold	921.6	936.24	964.21	976.87	784.03	4,582.95	2.12%
Berlin Boro	867.62	852.85	863.53	828.88	638.25	4,051.13	1.87%
Runnemede	738.56	741.78	802.6	813.88	681.77	3,778.59	1.75%
Barrington	719.55	708.62	712.6	713.92	533.31	3,388.00	1.57%
Pine Hill	706.19	716.07	706	653.11	536.38	3,317.75	1.53%
Stratford	631.11	657.12	635.06	648.08	504.78	3,076.15	1.42%
Berlin Township	537.36	552.59	543.58	523.1	400.34	2,556.97	1.18%
Oaklyn	506.86	525.16	519.87	511.72	420.95	2,484.56	1.15%
Mt. Ephraim	511.06	517.87	519.05	521.19	414.72	2,483.89	1.15%
Magnolia	412.97	410.34	423.01	428.82	325.63	2,000.77	0.92%
Somerdale	372.11	380.36	402.74	422.44	347.54	1,925.19	0.89%
Merchantville	371.31	358.73	369.75	376.45	292.27	1,768.51	0.82%
Clementon	325.77	331.42	340.45	327.56	234.27	1,559.47	0.72%
Gibbsboro	242.43	245.86	239.8	247.71	185.82	1,161.62	0.54%
Camden County	251.13	288.66	231.74	226.4	145.63	1,143.56	0.53%
Woodlynne	182.23	207.35	229.24	228.17	175.87	1,022.86	0.47%
Brooklawn	198.13	200.18	203.89	204.66	157.99	964.85	0.45%
Lawnside	166.74	185	201.76	198.24	152.56	904.3	0.42%
Chesilhurst	127.02	113.66	104.97	93.56	67.61	506.82	0.23%
Audubon Park	85.69	92	110.53	100.09	75.84	464.15	0.21%
Hi Nella	34.03	38.3	32.45	34.14	29.26	168.18	0.08%
Grand Total	41,755.24	42,280.10	42,358.35	42,382.15	32,989.53	201,765.35	

EXHIBIT C

Competitive Contracting Request for Proposals #17-10, Marketing Services of Single-stream Recyclable Materials for the County of Camden, and Participating County Municipalities under the Camden County Cooperative Pricing System, ID#57-CCCPS

CLARIFICATION #1 – March 31, 2017

This information is being offered to clarify certain information contained within various sections of Competitive Contracting Request For Proposals #17-10, Marketing Services of Single-stream Recyclable Materials for the County of Camden and Participating County Municipalities under the Camden County Cooperative Pricing System, ID #57-CCCPS, scheduled to be opened on Thursday April 13, 2017 at 11:00 a.m. at the Camden County Division of Purchasing, 520 Market Street, 17th Floor, Camden, NJ 08102. A copy of this clarification is being sent to all proposers that have received a copy of the Competitive Contracting Request For Proposals

1. Can the County please provide a listing of all firms that received the RFP package?

The County does not provide or maintain a "bidder's list".

2. **3.0 COMPLIANCE WITH LAWS**, page 2, requires compliance with all Federal, State and Local rules and regulations. In New Jersey under current regulations any Class A facility processing recyclables must dispose of their residue under any flow control regulations for Type 10 Municipal Waste for the County the facility is located in. Will the County under 3.0 assure that any successful Respondent, subject to these regulations, will be in full compliance?

The County does not provide the assurance, the successful bidder must provide that assurance to the County.

3. **7.10 MISCELLANEOUS REQUIREMENTS**, page 5, please provide an example of how a contract awarded under this RFP could be impacted by "closely related services:"?

This is a boilerplate provision in the document, which may or may not apply to a given procurement.

4. **9.0 TERM**, page 8, will the County consider a Bi-Lateral option on the 2 - one year options? The Unilateral Option makes floor pricing guarantees challenging for a Respondent to responsibly provide floor pricing. The successful respondent will not have the guarantee of the Camden County tons to secure floor prices from commodity markets under a Unilateral option structure. If a Bi-Lateral option is not considered will the County release the successful Respondent from the Floor Guarantee for the 2 -one year options and allow for a new floor price negotiation to be determined by the floors being offered by the commodity markets at the time? These floors could be provided to the County prior to their decision to exercise the one year option each year.

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The County cannot not negotiate pricing once an award has been made. Renegotiation for the option would place the successful bidder in a position more favorable than any other vendor that submits a proposal as they would not have the same opportunity. This is not permitted in accordance with the provisions of competitive contracting, which is the method of procurement used for these services.

5. **SECTION A**, page 10, there is a bullet item that states "Any payments due Proposer for residue disposal". Can County please clarify this bullet? Does County mean if a municipality delivers a contaminated load? In the past we understand there have been mistaken deliveries of Type 10 made by municipalities. We understand municipalities have taken the material back, but if not, then the type 10 waste would need to be disposed of by the successful Respondent and the Municipality will be charged for handling and disposal. Contamination delivered with recyclables and disposed of as Type 10 waste is factored into the "ACR" in Attachment A1 and must be disposed of under any County regulations regarding flow control.

Section A, page 10 bullet 5, is hereby clarified to read "Any payment due proposer for residue disposal shall be factored into the ACR consideration".

6. **SECTION E – FEES**, page 12, N.J.S.A 40A:11-4.1 et seq. does not allow for the negotiation of fees and expenses. Does this mean that the County cannot negotiation any of the items on Form 1 – Price Proposal or Form 1A Alternate Price Proposal?

The alternate proposal is a request for alternate pricing from vendors, which is permitted as the County is seeking this option from any vendor that submits a proposal. The County cannot negotiate that price (the alternate price proposal) if it chooses to select this option.

7. **Form 1 PRICE PROPOSAL** - how will the County qualify the value of the Maximum Floor Price? Will the County request Performance Bonding to assure any floor price offered by a Respondent is secured? If there is no Bonding, how will the County assure the floor pricing offered by a Respondent is valid and will be available for the Municipalities if the markets are unfavorable?

The County and its participating municipalities do not believe a performance bond is required for these services. The Competitive Contracting RFP Committee will utilize section 8.0 "Criteria for Evaluation of Proposals" section of the CCRFP to quantify all pricing considerations. If the successful vendor does not honor the floor pricing such action would be a breach of contract for which there would be legal remedies available to the County and the participating municipalities.

8. **SECTION F - FORM OF CONTRACT** can the County provide a copy of the form of contract for review and consideration of the RFP response?

The County does not provide a copy of contracts with procurement documents, however, the contract will incorporate the provisions of the CCRFP document and the

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successful vendor's pricing. The CCRFP includes the relevant and material contract provisions excepting required audit language and some miscellaneous contract provisions.

9. We understand the current contract requires performance bonding. Will some or all of the municipalities have bonding requirements that must be considered?

The County CCRFP document is the master document as this is being procured pursuant to a cooperative pricing system and the CCRFP contains the material terms. A municipality cannot add a material term (such as a bond requirement) to its contract if that requirement is not included in the CCRFP. See also answer to #7, above.

10. Form 1-price Proposal. Is there a formula provided?

There is no formula for the price proposal. In addition to the price proposal, proposers are required to complete, in full, and return with its proposal Attachment A providing for the facilities initial proposed composition and pricing as offered at the facility in January 2017.

11. Is the Contractor responsible for a mutually agreed upon residue percentage, and will the Contractor be compensated accordingly if the residue exceeds that percentage?

The proposer shall be responsible to provide their initial residue percentage of composition within Attachment A. Composition values for residue will be mutually agreed to be increased/decreased upon completion of composition audits to be performed throughout the term of the contract.

12. Are all Participating Municipalities bound to bring their recyclables into the Program?

Yes.

13. Can a municipality at any time drop out of the Program?

No.

14. Could a non-participating municipality become a Participating Municipality?

Yes. In accordance with the provisions of cooperative pricing, however, the vendor would have to agree to allow participation.

15. Will all Agreements with Participating Municipalities be coterminant with the Contractors Agreement with the County?

Yes.

16. Is the County willing to split the Award based on a municipalities proximity to a recycling facility?

The County and participating municipalities seek a single vendor for these services.

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17. It is our understanding that several haulers do the collection. Is that correct?

The municipalities that contract with haulers, (some self-haul) procure these vendors per the local public contracts law, so there would be different haulers and the haulers for the participating municipalities may change during the term of this agreement with the successful vendor.

18. If #17 is correct please provide a list of those haulers.

The County does not have this information. See also answer to #17, above.

19. Who performed the composition audit of the materials on Attachment A-1?

As noted on Attachment A, "All values shown are for representation only and do not reflect actual compositions, tonnages, or pricing realized by Camden County during any previous service period."

20. What is the degree of accuracy of the audit?

See answer to question #19

21. Who is the current Contractor?

This information can be provided by submitting an OPRA request. See: camdencounty.com for the form and process.

22. What is the current Contractor being paid?

See answer to #21, above.

23. How will the Maximum Floor Value be calculated?

There is no calculation for the maximum floor value. This value may be any value from \$0 to a maximum of \$17. This value is to be provided to document the maximum fee to be charged to the municipalities if the adjusted average commodity value falls below the ACR threshold.

24. Fiber is broken down into #8 News and OCC. As #8 will be disappearing as of 7/1/17, can we substitute #54?

Proposers should provide compositions, tonnages and pricing for the identified fiber and co-mingled commodities as well as residue as requested in Attachment A.

END CLARIFICATION #1